

REVISION

Consent – Attorney

SUBJECT: Interlocal Agreement Between Citrus, Hernando, Lake, Marion, Seminole and Sumter Counties for Cost Share of Medical Examiner Services and Related Matters (Budget Impact - None)

Item 7.2.1. The following updates were made to the interlocal agreement: 1) address for Hernando County on page 7, and 2) terms in Section 24. Termination on page 11.



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-16547

Agenda Date: 9/17/2024

Agenda No.: 7.2.1.

SUBJECT:

Interlocal Agreement Between Citrus, Hernando, Lake, Marion, Seminole and Sumter Counties for Cost Share of Medical Examiner Services and Related Matters (Budget Impact - None)

INITIATOR:

Matthew G. Minter, County Attorney

DEPARTMENT:

County Attorney

DESCRIPTION/BACKGROUND:

The Interlocal Agreement is between the Five (5) Counties that represent the District 5 Medical Examiner's Office as well as Seminole County, which represents the District 24 Medical Examiner's Office. The previous agreement is set to expire on September 30, 2024 and this agreement allows the continuation of the joint operation of both the District 5 and District 24 offices. Additionally, the agreement allocates the operating costs and capital expenditures relating to the use and of maintenance of the Medical Examiner Facility based on the populations of the respective counties. The term of the agreement is for five (5) years from October 1, 2024 through September 30, 2029.

BUDGET/IMPACT:

None; the agreement contains the financial requirements of all counties

RECOMMENDED ACTION:

Motion to approve the attached interlocal agreement between Citrus, Hernando, Lake, Marion, Seminole and Sumter Counties for cost share of medical examiner services and related matters.

**INTERLOCAL AGREEMENT BETWEEN
CITRUS COUNTY, HERNANDO COUNTY, LAKE COUNTY,
MARION COUNTY, SEMINOLE COUNTY AND SUMTER COUNTY
FOR COST SHARE OF MEDICAL EXAMINER SERVICES AND
RELATED MATTERS**

THIS INTERLOCAL AGREEMENT is made and entered into by and between CITRUS COUNTY (in this Agreement referred to as “CITRUS”), HERNANDO COUNTY, (in this Agreement referred to as “HERNANDO”), LAKE COUNTY (in this Agreement referred to as “LAKE”), MARION COUNTY (in this Agreement referred to as “MARION”), SEMINOLE COUNTY (in this Agreement referred to as “SEMINOLE”), and SUMTER COUNTY (in this Agreement referred to as “SUMTER”), all of which are political subdivisions of the State of Florida. CITRUS, HERNANDO, LAKE, MARION, AND SUMTER are collectively referred to in this Agreement as the “DISTRICT 5 COUNTIES.”

W I T N E S S E T H:

WHEREAS, Section 163.01, Florida Statutes (2024), authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner (and pursuant to forms of governmental organization) that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, CITRUS, HERNANDO, LAKE, MARION, SEMINOLE, and SUMTER are “public agencies” within the meaning of Chapter 163, Florida Statutes, Intergovernmental Program, Part I, Section 163.01, the Florida Interlocal Cooperation Act of 1969; and

WHEREAS, Florida Medical Examiner District 5 consists of CITRUS, HERNANDO, LAKE, MARION and SUMTER, that is, the DISTRICT 5 COUNTIES; and

WHEREAS, Florida Medical Examiner District 24 consists only of SEMINOLE; and

WHEREAS, CITRUS, HERNANDO, LAKE, MARION, SEMINOLE, and SUMTER desire to enter into this Agreement for the joint operation of the District 5 and 24 Medical Examiner’s Office in accordance with Chapter 406, Florida Statutes (2024), and

WHEREAS, the DISTRICT 5 COUNTIES and SEMINOLE will jointly engage Medicus Forensics P.A., to perform medical examiner services for the DISTRICT 5 COUNTIES and SEMINOLE; and

WHEREAS, the DISTRICT 5 COUNTIES and SEMINOLE jointly use the existing medical examiner facility located at 809 Pine Street, Leesburg, Florida 32748 and now owned by MARION, as both the District 5 and District 24 Medical Examiner Facility (the “Medical Examiner Facility”); and

WHEREAS, in order to accommodate the future needs of DISTRICT 5 COUNTIES and SEMINOLE, construction of a new Medical Examiner Facility is necessary; and

WHEREAS, the DISTRICT 5 COUNTIES and SEMINOLE desire to allocate the operating costs and capital expenditures relating to the use and maintenance of the Medical Examiner Facility based on the populations of the respective counties; and

WHEREAS, CITRUS, HERNANDO, LAKE, MARION, SEMINOLE, and SUMTER find that it is to the public benefit and in the public interest to enter into this Agreement; and

NOW, THEREFORE, for and in consideration of the promises, mutual covenants and agreements contained in this Agreement by and between the parties and for the mutual benefit of the parties, and their respective citizens, the parties agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

Section 2. Purpose and Intent. It is the purpose and intent of the parties to this Interlocal Agreement to provide for the joint operation for the District 5 and 24 Medical Examiner's Offices in accordance with Chapter 406, Florida Statutes (2024), as this statute may be amended from time to time.

Section 3. District Medical Examiner Committee.

(a) There shall be created a District Medical Examiner Committee consisting of one county commissioner from each of the DISTRICT FIVE COUNTIES and one county commissioner from SEMINOLE. Each county will appoint its own commissioner to the District Medical Examiner Committee. The District Medical Examiner Committee will collectively have administrative oversight of Florida Medical Examiner District 5 and Florida Medical Examiner District 24. However, each District will remain a separate entity.

(b) The District Medical Examiner Committee will meet annually during the month of February and on an as needed basis. The election of the Chair and Vice-Chair of the Committee will occur at the annual February meeting. MARION, as Administrative Coordinator, shall prepare a set of Standard Operating Procedures for the Committee to be considered for adoption by the Committee at the annual February meeting.

(c) The District Medical Examiner Committee shall approve each year the budget for the operation of the District Medical Examiner's Office and give such direction to the contracted Medical Examiner in the operation of the office as is necessary or appropriate under the terms of the contract with the contracted Medical Examiner.

(d) The District Medical Examiner Committee shall approve the method of division of all costs and expenses (including uninsured casualty losses) arising from the contract with the contracted Medical Examiner.

Section 4. Responsibilities of All Parties.

(a) All Counties hereby designate MARION as the Administrative Coordinator for the purpose of carrying out this Interlocal Agreement. The Administrative Coordinator shall provide support services to the District Medical Examiner's Office including, but not limited to, risk management, human resources, and legal. Any costs and expenses incurred by the Administrative Coordinator will result in a fee to MARION of five (5) percent of the operating expenses for the services provided to the Medical Examiner's Committee, and included in the annual budget, except where otherwise provided in this Agreement. Any significant litigation costs incurred by the Administrative Coordinator will be considered separately by the District Medical Examiner Committee.

(b) Each of the DISTRICT 5 COUNTIES and SEMINOLE shall pay MARION, as Administrative Coordinator, for its proportionate share of the annual budget based on the populations of the respective counties, with such payment to be made quarterly, in advance (October 1, January 1, April 1 and July 1) of each year.

(c) If an emergency requiring exceptional services of the Medical Examiner occurs in any county of a party to this Agreement, that party may request services from any other party, including the use of medical examiner investigators.

(d) In the event of emergency or unbudgeted expenses, the District Medical Examiner's Committee shall provide for and fund a necessary budget amendment based on the same proportionate share of the annual budget based on the population of the respective counties.

Section 5. MARION's Responsibilities as Administrative Coordinator.

(a) MARION, as the Administrative Coordinator, shall be responsible for providing support services to the District Medical Examiner's Office including, but not limited to, risk

management, human resources, and legal as well as managing all funds, and all properties jointly owned by the counties, associated with the execution of this Interlocal Agreement.

(b) MARION shall continue to supply the facility to be used in the capacity of the District Medical Examiner's Office until the new Medical Examiner Facility Project is complete; however, any and all costs of maintenance, repair, upkeep, and capital expenditures as may be called for under the terms of the contract with Medicus Forensics, P.A., shall be considered costs of the District Medical Examiner's Committee, and included in the annual budget. MARION shall have the option of using its own forces, or contracting for maintenance, repair, and upkeep of the Medical Examiner's Facility.

(c) Upon the completion of the new Medical Examiner Facility, MARION will execute a deed conveying the Leesburg facility back to LAKE.

(d) MARION, as the Administrative Coordinator, shall provide such services to the Medical Examiner's Committee as may be required to oversee and manage the contract with Medicus Forensics, P.A.

Section 6. SEMINOLE's Responsibilities.

(a) As part of the budgeted costs that required immediate payment, SEMINOLE incurred the costs of hiring and training three (3) medical examiner investigators who, with the exception of emergency situations, are dedicated to working solely within the geographical limits of Seminole County, Florida. The hiring and training of these investigators was performed by Medicus Forensics, PA. SEMINOLE has paid the costs for such hiring and training of these investigators and will pay the hiring and training costs for new employees in the event a vacancy in one of these three (3) positions occurs.

(b) SEMINOLE is solely responsible for its own transport services. SEMINOLE shall contract with a commercial provider and all such billing will be handled directly between SEMINOLE and its provider.

(c) SEMINOLE is responsible to handle its own unclaimed bodies, indigent care, and cremations, including the costs related to them.

(d) SEMINOLE is responsible for any and all legal fees and judgments that result from actions of previous medical examiners for Florida Medical Examiner District 24, to the extent that any such fees and costs are the valid obligation of SEMINOLE. DISTRICT 5 COUNTIES, Dr. Wolf, and Medicus Forensics, P.A., have no responsibility for any such fees and costs.

Section 7. Insurance Requirements. Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this Agreement.

Section 8. Indemnification. Each party to this Agreement, its officers, employees, and agents do not assume and specifically disclaim any liability for the acts, omissions, or negligence of the other party, its officers, employees, or agents, arising from or related to this Agreement except as otherwise provided by this Agreement or any other agreement between the parties.

Section 9. Employee Status. Persons employed by one party in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of any other party, nor do these employees have any claims to pensions, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to such other party's officers and employees either by operation of law or by such other party.

Section 10. Notice. Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-

delivered to the persons designated below, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as the party may have specified by written notice to the other party delivered according to this section:

As to CITRUS:

Lecanto Government Building
3600 West Sovereign Path
Suite 267
Lecanto, Florida 34461

As to HERNANDO:

15470 Flight Path Drive
Brooksville, Florida 34604

As to LAKE:

315 West Main Street
Suite 430
Tavares, Florida 32778

As to MARION:

601 SE 25th Avenue
Ocala, FL 34471

As to SEMINOLE:

Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

As to SUMTER:

7375 Powell Road
Wildwood, Florida 34785

Section 11. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole

jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Lake County, Florida.

Section 12. Parties Bound. This Agreement is binding upon and inures to the benefit of the parties and their successors and assigns.

Section 13. Conflict of Interest.

(a) The parties shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or that would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2024), as this statute may be amended from time to time, relating to ethics in government.

(b) Each party hereby certifies that no officer, agent, or employee of that party has any material interest (as defined in Section 112.312(15), Florida Statutes (2024), as this statute may be amended from time to time, as over 5%) either directly or indirectly, in the business of the other party to be conducted here, and that no such person will have any such interest at any time during the term of this Agreement.

(c) Each party has the continuing duty to report to the other party any information that indicates a possible violation of this Section.

Section 14. Dispute Resolution. Any party to this Agreement may notify the other parties that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The parties agree to submit the dispute to a Florida Certified Circuit Court Civil Mediator for mediation, within sixty (60) days following the date of this notice. In the event that any dispute cannot be resolved by mediation, it may be filed as a civil action in the Circuit Court of the Fifth Judicial Circuit of Florida, in and for Lake County, Florida. The parties further agree that any such action will be tried by the Court, and the parties hereby waive

the right to jury trial as to such action. For any legal action to enforce the terms of this Agreement, the prevailing party will be entitled to its reasonable costs, but each party shall bear its own attorney's fees, except where authorized under Section 57.105, Fla. Statutes (2024), as this statute may be amended from time to time.

Section 15. Entire Agreement.

(a) Except for the separate contract between the parties and Medicus Forensics, P.A., it is understood and agreed that the entire agreement of the parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter of this Agreement.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by all parties, except as otherwise specifically provided in this Agreement.

Section 16. Assignment. This Agreement may not be assigned by any party without the prior written approval of all of the other parties.

Section 17. Severability. If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

Section 18. Public Records Law.

(a) The parties acknowledge each other's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2024), as this statute may be amended from time to time, to release public records to members of the public upon request. The parties

acknowledge each other is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2024), as this statute may be amended from time to time, in the handling of the materials created under this Agreement and that this statute controls over the terms of this Agreement.

(b) Failure to comply with this Section will be deemed a material breach of this Agreement, for which the non-breaching parties may terminate this Agreement immediately upon written notice to the breaching party.

Section 19. Equal Opportunity Employment. The parties shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. The parties shall take steps to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, sex, age, disability, or national origin. Equal treatment includes, but is not limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 20. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

Section 21. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement.

Section 22. Prior Agreements Superseded and Repealed. Any other prior Interlocal Agreement relating to the District 5 Medical Examiner, are hereby superseded and repealed.

Section 23. Effective Date. The Effective Date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties. The term will continue for five (5) years from October 1, 2024, unless extended by mutual agreement of the parties. The anniversary date of this Agreement will be October 1 of each subsequent year during the term.

Section 24. Termination. Any party may terminate this Agreement, for convenience or otherwise, upon at least eighteen (18) months' written notice to the other parties served according to Section 10 above, provided, however, that an earlier termination date may be mutually agreed upon if extraordinary circumstances arise. This Agreement may also be terminated for default if the defaulting party is provided thirty (30) days to cure the default following written notice from any non-defaulting party served according to Section 10 above which termination shall take effect on the thirty-first (31st) day after the defaulting party receives the notice to cure the default should the defaulting party fail to cure. The terminating, and/or defaulting party, shall be responsible for its pro rata share of operating costs and capital expenditures until the last day of the provision of services by the District Medical Examiner's office: eighteen (18) months as to the terminating party or thirty-one (31) days as to the defaulting party. The parties agree to work cooperatively to avoid the need for a termination for default and to minimize any disruptions that may occur if this Section 24 for termination is ever invoked.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida

ANGELA VICK, CLERK

By: _____
HOLLY L. DAVIS, CHAIRMAN

Date: _____

Approved as to form for the
Reliance of Citrus County only.

Denise A. Dymond Lyn
County Attorney

ATTEST:

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

DOUG CHORVAT, JR., CLERK

By: _____
ELIZABETH NARVERUD, CHAIRMAN

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney's Office

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ATTEST:

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

GARY J. COONEY, CLERK

By: _____
KIRBY SMITH, CHAIRMAN

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Melanie Marsh
County Attorney

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BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

MICHELLE STONE, CHAIR

ATTEST:

GREGORY C. HARRELL, CLERK
OF THE COUNTY

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Matthew G. Minter
County Attorney

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BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

GRANT MALOY, CLERK

By: _____
JAY ZEMBOWER, CHAIRMAN

Date: _____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
2024, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

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SUMTER COUNTY BOARD OF
COUNTY COMMISSIONERS

CRAIG A. ESTEP, CHAIRMAN

Date: _____

ATTEST:

GLORIA HAYWARD,
SUMTER COUNTY CLERK OF COURT
BY: DEPUTY CLERK